Howard 404; *Boston Electric Co.* v. *Electric Gas Lighting Co.*, 23 Fed. 839; *U. S.* v. *American Bell Tel. Co.*, 29 Fed. 17. Under the act of 1887, however, the Supreme Court holds in *Shaw* v. *Mining Co.*, 145 U. S. 444, on which the present decision is based, that a corporation of one state is not an inhabitant or resident of another state in which it has a usual place of business. A contrary view is taken in *U. S.* v. *Southern Pac. R. Co.* (C. C.) 49 Fed. 297.

EQUITY—RIGHT TO INVOKE JURISDICTION—PROTECTION OF CONTRACTS ARISING OUT OF UNLAWFUL COMBINATION.—DELAWARE L. & W. R. Co. v. FRANK, 110 Fed. 689 (N. Y.).—The plaintiff asked for an injunction to enjoin ticket brokers from dealing in special tickets which were untransferable. It appeared that the plaintiff was a member of a combination formed by a number of railroads for the purpose of preventing competition, the passenger receipts of all such railroads being pooled and divided on an agreed basis. *Held,* that complainant was not entitled to equitable relief.

The combination formed by the railroads, being in violation of the federal anti-trust law, was illegal. A federal tribunal cannot be invoked to protect the issuance of a ticket which is the evidence of an agreement between railroad corporations specifically forbidden by an act of Congress, which has been sustained by the Supreme Court. *U. S.* v. *Trans-Missouri Freight Association,* 166 U. S. 290, 17 Sup. Ct. 540; *U. S.* v. *Joint Traffic Association,* 171 U. S. 505, 19 Sup. Ct. 25. The complainant contended that the unlawful acts charged by the defendant did not relate to the subject matter. The court, however, held that the wrongdoing of the complainant was not remote, in that it had given birth to the combination whose tickets were wrongfully diverted by the defendant.

FOREIGN DIVORCE—SUBSTITUTED SERVICE—DOWER—BAR.—STARBUCK v. STARBUCK ET AL., 71 N. Y. Sup. 194.—Plaintiff, a resident of Massachusetts, obtained in that state a divorce from her husband, a resident of New York, who was served personally but who did not appear in the action. Although the husband married a second time, at his death in 1896, plaintiff brought action for dower. *Held,* that the Massachusetts decree was not binding on plaintiff in New York and hence did not bar her right to dower in husband's lands in that state.

This decision follows naturally from the strict attitude of the New York courts upon the question of foreign divorces. *Todd* v. *Kerr,* 42 Barb. 317; *Van Cleaf* v. *Burns,* 133 N. Y. 540; *In re Kimball,* 155 N. Y. 62. The court holds that the plaintiff by this action of dower, strictly speaking, does not question the validity of her divorce, but only maintains that its validity is confined to the jurisdiction granting it. This conclusion, however, is just the reverse of that reached in *In re Swales Estate,* 70 N.Y. Supp. 220, that where a party has invoked and submitted himself to the jurisdiction of any court, he cannot therefore be heard to question such jurisdiction. The weight of authority in this country is that such a decree dissolves the marriage relation and bars the right to dower. *Atherton* v. *Atherton,* 181 U. S. 155.

FRAUDULENT CONVEYANCES—PROMISE IN CONSIDERATION OF MARRIAGE—MARTIAL RIGHTS.—BRINKLEY v. BRINKLEY ET AL., 39 S. E., 38 (N. C.).—Where the defendant agreed to deed land to the plaintiff if she would marry